

**AGREEMENT**

*between*

**HILLSBOROUGH COUNTY  
AVIATION AUTHORITY**



*and*



**WEST CENTRAL FLORIDA  
POLICE BENEVOLENT  
ASSOCIATION**

**October 1, 2014 – September 30, 2017**

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## **ARTICLE I PREAMBLE**

This Agreement is entered into by the Hillsborough County Aviation Authority, State of Florida, hereinafter referred to as the "Authority", and the West Central Florida Police Benevolent Association, hereinafter referred to as the "PBA", for the purpose of promoting harmonious relations between the Authority and the PBA, to establish an orderly and peaceful procedure, to settle differences which might arise and to set forth the basic and full Agreement between the parties concerning rates of pay, wages, hours of work and other conditions of employment as provided by law.

## **ARTICLE II RECOGNITION**

The Authority hereby recognizes the PBA as the exclusive bargaining representative for all matters affecting wages, hours and working conditions as provided in Chapter 447, Florida Statutes, for those employees in the unit certified by the Public Employees Relations Commission in its certification No. 433 as amended, which unit includes all sworn Authority Police Sergeants, Police Corporals and Police Officers, as well as Traffic Specialists, Senior Traffic Specialists and Evidence Technician. Where the terms "officer" or "officers" is used in this Agreement, it shall be deemed to refer only to Police Officers, Police Corporals and Police Sergeants, while the term "employee" or "employees" will be deemed to include all unit employees.

## **ARTICLE III AUTHORITY'S MANAGEMENT RIGHTS**

**Section 1.** Except as expressly limited by any provision of this Agreement, the Authority reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including, but not limited to, its rights to determine, and from time to time re-determine, the number, location and type of its various operations, functions and services; the methods, procedures and policies to be employed; to discontinue the conduct of any operation, function or service, in whole or in part; to transfer its operations, functions or services, from or to, either in whole or in part, any of its departments or other divisions; to select and direct the working force in accordance with requirements determined by Authority; to create, modify or discontinue jobs; to establish and change work schedules and assignments; to transfer, promote or demote employees; to lay off, furlough, terminate or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reason; to suspend, discharge or otherwise discipline employees for proper cause; to subcontract; to alter or vary past practices in accordance with this Agreement and otherwise to take such measures as the Authority may determine to be necessary to the orderly and efficient operation of its various operations, functions and services.

**Section 2.** The Authority agrees that it will not subcontract the arrest power accorded the Authority if said subcontracting would result in the termination of existing employees.

**Section 3.** If in the sole discretion of the Authority, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, strikes or illegal work stoppages, hurricane conditions, or similar catastrophes or disorders, the provisions of this Agreement may be suspended by the Authority's Chief Executive Officer during the time of the declared emergency, provided that wage rates and other direct monetary payments shall not be suspended and provided further that any disciplinary action taken during such declared emergency shall be grievable at the end of the declared emergency.

**Section 4.** The exercise of the above enumerated rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

#### **ARTICLE IV PBA BUSINESS, PAYROLL DEDUCTION AND BULLETIN BOARD**

**Section 1.** The PBA shall notify the Authority in writing of the names of its official unit representatives. Names of PBA representatives shall be posted on the PBA bulletin board.

**Section 2.** Neither PBA representatives nor unit employees shall leave their posts or work stations for the purpose of investigating, presenting, handling or settling grievances without the express permission of their shift supervisor. PBA representatives shall not contact any employee or other person concerning grievance matters or PBA business during either the working hours of any employee sought to be contacted or the PBA representative without the express prior permission of the shift commanders of the employees involved. Such permission shall not be unreasonably denied.

**Section 3. PBA Representation Time.** PBA representatives shall have the right to request time off for the purpose of conducting PBA business including attending State PBA conventions and meetings, provided, however, that not more than four (4) such representatives shall have the right to receive such permission at any one time and provided, further, that the PBA give the Authority reasonable notice of the time desired off. Such requests shall be submitted in writing by the PBA to the Authority's Chief of Police and shall not be unreasonably denied. The maximum aggregate number of paid hours available under this Section shall be two hundred (200) hours during one fiscal year. Up to seventy-five (75) hours of unused time may be carried over to the succeeding fiscal year.

**Section 4.** Employees may authorize payroll deductions on a form provided by the PBA, which has been approved by the Authority, for the purpose of paying PBA dues and uniform assessments. No authorization shall be allowed for payment of special assessments or fines.

**Section 5.** The PBA will initially notify the Authority as to the amount of deductions. Such notification will be certified to the Authority in writing over the signature of an authorized officer of the PBA. Changes in PBA deductions will be similarly certified to the Authority and shall be done at least one month in advance of the effective date of such change.

**Section 6.** Dues shall be deducted monthly and the funds deducted shall be remitted to the treasurer of the PBA on a monthly basis. The PBA will indemnify, defend and hold the Authority harmless against any claims made and against any suits instituted against the Authority on account of payroll deduction of PBA dues.

**Section 7.** The payroll deduction shall be revocable by the employee or the PBA within thirty (30) days' written notice to both the PBA and the Authority.

**Section 8.** PBA shall have the use of a bulletin board located within the roll call area of the Police Department.

**Section 9.** The authorized bulletin board for PBA use may be used for posting official PBA notices. No notice shall be posted until a copy has been furnished to the Chief of Police or the senior managerial officer on duty, which notice shall be signed by PBA representative.

**Section 10.** The Authority shall furnish each unit employee and the PBA with a copy of this Agreement.

**Section 11.** The PBA shall have the right to contact and solicit for membership Authority employees who are attending a Police Academy subject to the rules and regulations of the Police Academy, as they may be from time to time amended.

## **ARTICLE V REPRESENTATIVES OF PARTIES**

**Section 1.** The Authority agrees that during the term of this Agreement it will deal only with the authorized representatives of the PBA in matters requiring mutual consent or other official action called for by this Agreement. The PBA agrees to notify the Authority of the name of such authorized representatives as of the execution of the Agreement and replacement therefore during the term of this Agreement.

**Section 2.** The PBA likewise agrees that during the term of this Agreement the PBA and the employees covered hereunder shall deal only with the Authority's designated representative or the Chief of Police or their designees in matters requiring mutual consent or other official action during the term of this Agreement and specifically the PBA agrees that neither the PBA nor the employees hereunder shall seek to involve the Authority's appointed officials in the administration of this Agreement or otherwise in the operation of the Authority's Police Department, unless all administrative remedies have been exhausted.

## **ARTICLE VI NONDISCRIMINATION**

**Section 1.** The parties to this Agreement will not discriminate against any employee because of PBA membership, non-membership, or legitimate activity as required in this Agreement in behalf of the members of the bargaining unit.

**Section 2.** Neither the PBA nor the Authority will discriminate against any employee because of race, color, religion, creed, sex, age, or national origin as provided by law.

**Section 3.** Nothing in this Agreement shall be interpreted to obligate the PBA to provide services, information or process grievances for employees who are not members of the association.

## **ARTICLE VII GRIEVANCE PROCEDURE**

**Section 1.** A grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement.

**Section 2.** All grievances filed shall contain a concise statement of the facts alleged to support the grievance. Grievances shall be processed in accordance with the following procedure and shall be resolved by application of the terms of this Agreement, the laws of the United States, the State of Florida, and the Statutes creating and governing the Hillsborough County Aviation Authority. At each step requiring a written response, the written response should contain the basis for the decision.

**Step 1.** The aggrieved employee shall present his grievance orally or in writing to his immediate supervisor within fourteen (14) calendar days of the date that the employee knew or should have known of the action giving rise to the grievance. The aggrieved employee may request that a PBA representative be present. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it, in the same manner as submitted, to the aggrieved employee within seven (7) calendar days from the date the grievance was presented to immediate supervisor.

**Step 2.** If the grievance is not settled at the first step, the aggrieved employee, within seven (7) calendar days of the date of notification from the immediate supervisor, shall present the written grievance to the Shift Commander or in the case of a Traffic Specialist, the Manager of Traffic, or, in their absence, to the senior managerial officer on duty. The Shift Commander or Manager of Traffic shall obtain the facts concerning the alleged grievance and shall, within seven (7) calendar days following receipt of the written grievance, meet with the aggrieved employee. The aggrieved employee may be accompanied at this meeting by a PBA representative. The Shift Commander or Manager of Traffic shall notify the aggrieved employee of the decision in writing not later than seven (7) calendar days following the meeting date.

**Step 3.** If still unresolved, the grievance and all responses shall be submitted to the Authority's Chief of Police or the Chief's designee within seven (7) calendar days of the receipt of the response in Step 2. Within ten (10) calendar days, the Chief of Police shall notify the employee, in writing, of the Chief's decision

**Step 4.** If still unresolved, the grievance and all responses shall be submitted to the Authority's Chief Executive Officer or the Chief Executive Officer's designee within seven (7) calendar days of the receipt of the response in Step 3. Within seven (7) calendar days, the Chief Executive Officer shall notify the employee in writing of the decision.

**Section 3.** Within fifteen (15) calendar days of the date of the decision of the Chief Executive Officer, or within three (3) working days after the next monthly PBA Board of Directors Meeting, whichever is the greater time, the PBA shall notify the Authority's Director of Human Resources of its intent to arbitrate. The notice of intent to arbitrate shall state the specific section or sections of this Agreement claimed to have been violated and shall contain a short statement of facts upon which the grievance is based. Concurrently, said party shall request from the Federal Mediation and Conciliation Service a list of seven (7) names of qualified arbitrators. Within seven (7) calendar days after the receipt of such a list, representatives of the parties shall meet and each shall strike three (3) names. The party filing the grievance shall strike the first name. The remaining person shall be notified of selection as arbitrator. As promptly as can be arranged the arbitration hearing shall be held. The hearing shall be conducted in accordance with the rules of the American Arbitration Association. In the event the arbitrator selected is not available in the time required, the parties shall immediately obtain a new list of arbitrators. Within seven (7) calendar days after the receipt of such a list, representatives of the parties shall meet and each shall strike three (3) names. The party filing the grievance shall strike the first name. The remaining person shall be notified of selection as arbitrator. Each party shall pay its own expenses for its representative, counsel and witnesses. The fees of the arbitrator and other expenses of arbitration, including the appearance fee of a court reporter, shall be shared equally by the Authority and the PBA. The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator shall have no power to amend, add to or subtract from the terms of this Agreement.

**Section 4.** Nothing in this Agreement shall be construed to prevent any employee, at any time, from presenting his own grievance in person or by legal counsel, to the Authority and having such grievances adjusted without the intervention of the PBA, if the adjustment is not inconsistent with the terms and conditions of the this Agreement and if the PBA has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances, provided however, that the PBA shall retain exclusively its right to appeal grievances to final and binding arbitration.

**Section 5.** The time limits specified herein may be extended by mutual agreement in writing. Grievances not appealed to the next higher step within the prescribed time limits will be considered settled on the basis of the last answer by the Authority. Failure by the Authority to observe time limits for any step of the grievance procedure shall entitle the employee to advance the grievance to the next step.

**Section 6.** The PBA shall be notified of any formal meeting called for the resolution of a grievance.

**Section 7.** The PBA shall have the limited right to file grievances in its own behalf with respect to differences, disputes or complaints arising out of Article II, Recognition, Article IV, PBA Business, Payroll Deduction and Bulletin Board, Article V, Representatives of Parties and/or Article IX, No Strike.

## **ARTICLE VIII SAFETY AND HEALTH AND INFORMAL CONFERENCES**

**Section 1.** Authority will make every reasonable effort to provide and maintain safe working conditions. To this end, the PBA will cooperate and encourage the employees to work in a safe manner.

**Section 2.** The Authority agrees that it will meet quarterly with the PBA in the forum of a Labor Management Committee to discuss matters of mutual concern. If an issue needs to be addressed, management will make a good faith effort to plan a meeting of the committee. The Committee shall consist of two representatives of labor and two representatives of management who shall be the Authority's Chief of Police and the Director of Human Resources. Issues not resolved by the Committee within sixty (60) days (2 meetings) will become subject to the grievance procedure, provided the issue is an appropriate subject for the grievance procedure and was initially referred to and accepted by a Committee management representative no later than fourteen (14) calendar days after the employee was provided a response in step 1 of the grievance procedure. This process will not be used to circumvent time limits for filing grievances and does not preclude a mutual agreement to submit issues to the Committee for resolution prior to the filing of a grievance.

**Section 3.** All department vehicles and equipment will be constantly maintained in a safe and sound condition in order to protect the life and property of the employees and the public alike. When an employee believes that the vehicle assigned to that employee is unsafe to operate, the employee shall request that a supervisor inspect said vehicle. Upon completion of the inspection, the supervisor shall, if the supervisor determines that there is a defect which has a reasonable probability of causing serious bodily harm, take the vehicle out of service. The vehicle will remain out of service until it is repaired. If other vehicles are available the supervisor may assign the employee to another vehicle.

**Section 4.** Where, in the determination of the Authority, two-way radio communications are necessary, employees shall be provided with two-way radio communications.

**Section 5.** The Authority will provide training for employees in basic first aid and C.P.R./A.E.D., or any other duty related training as determined by the Authority.

## **ARTICLE IX NO STRIKE**



**Section 1.** PBA agrees that during the term of this Agreement it shall not authorize, instigate, condone, excuse, ratify, support, or acquiesce in any strike, slow-down, sit-down, picketing, work stoppage, or any other act of like or similar nature likely to interfere with the efficient operation of the Authority's affairs engaged in or supported by members of the PBA and/or employees represented by the PBA or other agents or representatives of the PBA or its affiliates.

**Section 2.** Should the PBA breach this Article, the PBA agrees that the Authority may proceed to the appropriate court and, without notice, obtain an injunction against such breach, that the Authority may recover from the PBA or its successor in interest such damages as may be incurred, together with punitive damages and attorney's fees, and the Authority may take any other action authorized or required by law.

**ARTICLE X  
WORK RULES, INTERNAL  
INVESTIGATIONS AND PERSONNEL  
RECORDS**

**Section 1.** There will be thorough and complete job descriptions for all employee classifications covered by this Agreement. The parties hereto will mutually adopt such descriptions which shall not be altered, amended, or deleted during the term of this Agreement. There shall be no residency requirements for employees covered by this Agreement.

**Section 2.** It is understood and agreed by both parties that the duties performed by members of the bargaining unit cannot always be covered by job descriptions and, therefore, members of the bargaining unit may be required to perform duties in addition to all those listed within the current job descriptions which are, in the judgment of the Authority, related to the purposes of the Police Department, which judgment shall not be arbitrary, capricious or unreasonable.

**Section 3.** Any Police Department Rule or Regulation in conflict with this Agreement shall be of no force and effect.

**Section 4.** During a department investigation of an officer; all rights, protections and privileges enumerated by the Florida "Law Enforcement Officer's Bill of Rights" will be strictly observed by those persons conducting said investigation. The parties agree that the purpose of this Section is to contractually affirm the protections given the Officer in Florida Statute, Section 112.532.

**Section 5.** Employees will not be required to submit to an examination by either a polygraph, psychological stress evaluator or Voice Stress Analysis Test.

**Section 6.** The Authority and the PBA encourage to the fullest degree, employee behavior which is positive and supportive of the goals of effective airport management and public safety. The parties recognize the need for progressive and appropriate discipline when an employee's conduct and job performance are inconsistent with these goals.

No employee shall be disciplined or discharged except for proper and just cause. Progressive, consistent, and appropriate discipline will be administered; the seriousness of the offense shall determine at what stage in the process disciplinary action is initiated. Disciplinary action may include:

- (a) Letter of Counseling.
- (b) Written Reprimand.
- (c) Suspension.
- (d) Dismissal.
- (e) Demotion. While demotion is considered a disciplinary action, it is not to be considered a part of the normal progressive disciplinary process.

Employees will be advised in writing of the basis for any proposed disciplinary action which may result in loss of pay or benefits.

No employee shall be dismissed, demoted, suspended, transferred, disciplined, denied promotion, reassigned or otherwise discriminated against in regard to employment, or be threatened with any such treatment by reason of exercising any of the rights granted in this Agreement.

Any employee who is being interviewed by an investigator under circumstances where the employee is subject to formal discipline shall have a right to have a PBA representative present.

Employees or their PBA representative may review upon reasonable request, any supporting documentation contained in a disciplinary package prior to the pre-disciplinary hearing portion of the investigation. This review shall be requested through the Authority's Chief of Police. One copy of any of the supporting documentation shall be provided to the employee or PBA representative free of charge upon request. This provision shall not be applicable in cases in which criminal charges are brought against the affected employee. Records in such cases must be obtained through the rules of discovery through the State Attorney's office.

#### **Section 7.**

- a. There shall be one official personnel file maintained by the Authority for each employee. Should another file be maintained at the department level, it shall be a duplicate of the official file.
- b. The employee shall have the right to review and copy the employee's own personnel files. The Authority will provide the first copy at its expense and the employee shall pay for all subsequent copies.

- c. Employees shall have the right to include in the employee's own personnel files written refutation (including witness statements) of any material the employee considers to be detrimental.
- d. Citizen complaints for Police Officers will follow Florida Statute Chapter 112. Employees shall initial all entries into their pending evaluation file. The employee shall be provided one copy free of charge, upon request, at the time the document is issued.
- e. Citizen complaints for non-sworn employees will follow the Authority procedure S370.02. Employees shall initial all entries into their pending evaluation file. The employee shall be provided one copy free of charge, upon request, at the time the document is issued.

**Section 8.** After two (2) years with no further disciplinary action, a letter of counseling or reprimand shall not be used in a current disciplinary action.

**Section 9.** It is agreed and understood that the Police Department currently has policies, rules and regulations governing employment. The PBA agrees that such policies, rules and regulations shall be formulated, amended, revised and implemented at the sole and exclusive discretion of the Police Chief; provided, however, that said formulation, amendment, revision and implementation will be neither arbitrary nor capricious. In the event that a contemplated change is to be made, the Police Chief shall provide notice of such change to the PBA. In the event that the PBA objects to any such contemplated change, the issue of whether or not the contemplated change is arbitrary or capricious shall be subject to the arbitration provision of this Agreement. The Authority shall also notify the PBA of any change proposed by it to existing Labor Relations Legislation.

**Section 10.** In the event that a Police Officer is indicted, arrested or otherwise charged with a crime, the Officer shall immediately notify the Chief of Police of this fact. Upon such event, the Authority may, in its sole discretion, suspend the Officer either with or without pay pending a pre-disciplinary hearing, which hearing shall be scheduled in accordance with Civil Service Rules and Regulations by the Chief of Police. The Chief shall, upon such hearing, have the discretion to continue or modify the suspension pending the Authority's final decision regarding discipline.

## **ARTICLE XI HOURS OF WORK AND OVERTIME**

### **Section 1.**

- a. Employees shall normally work forty (40) hours per week including lunch period and breaks during a seven (7) day period beginning on Sunday and ending on Saturday. The current squad rotation procedure will not be changed without prior notification and discussion with the PBA. Unit employees may exchange assigned shifts with the prior written permission of the Chief of Police or the Chief's designee.

- b. The normal work schedule of officers shall be defined as 84 hours including a lunch period and breaks in a two week (14 day) work period beginning on Sunday and ending on Saturday. The squad rotation procedure will not be changed without prior notification and discussion with the PBA. Unit employees may exchange assigned shifts with the prior written permission of the Chief of Police or the Chief's designee. The Authority retains the right to return officers to the work schedule as defined in Section 1a with prior notification and discussion with the PBA.

**Section 2.** Employees shall be compensated for all hours worked. The term hours worked shall include all time actually worked on active duty, and shall include court time or attendance at deposition. Travel time to and from work or to and from court or deposition on off duty hours shall not be considered hours worked. Employees with required court appearances on off duty hours may report for duty at the Authority prior to their time of appearance.

**Section 3.** Employees shall be compensated at the rate of time and one half (1/2) their regular rate for all hours worked in excess of the employee's normal work schedule as defined in Section 1 (a) and (b) above. For purposes of computation of overtime under this Section, Authority Standard Procedure S611.01 will be followed.

**Section 4.** Any employee who in the exercise of the employee's official duties is ordered or required by the Authority to appear before any person, court or agency on the employee's regular day off shall receive credit for a minimum of three (3) hours worked or the hours actually worked, whichever is greater.

**Section 5.** Any employee who is (a) called back to work after leaving the Authority premises, (b) called in on the employee's day off or (c) called in more than two (2) hours prior to the start of the employee's regular shift shall receive credit for a minimum of three (3) hours worked or time actually worked, whichever is greater. Employees called in or called back shall remain on duty until released by the Authority.

For Employees with work schedules outside of the Authority Badging Departments' normal work hours; the Authority will utilize an early start or extension of shift to enable the employees to renew their badges while on duty.

Employees notified to be on stand-by (required to remain at a fixed location, under control of Authority and prepared to report to work immediately) will be compensated at the rate of \$10.00 per hour until released by competent authority. Any employee who is notified to be on stand-by and subsequently released without reporting to work shall receive a minimum of one (1) hour at the \$10.00 hourly rate or time actually on stand-by, whichever is greater.

**Section 6.** Nothing in this Agreement shall limit the right of the Authority to require employees to work overtime, to establish rules and regulations regarding authorization for overtime or to establish rules and procedures for the recording and tabulation of hours worked.

**Section 7.** Unit employees may engage in additional employment during their off duty hours with the prior written permission of the Chief of Police. No such request will be

unreasonably denied. However, no employee may engage in outside employment which would conflict with the employee's hours of employment within the Hillsborough County Civil Service System or interfere in any way with the satisfactory or impartial performance of the employee's official duties, or be in conflict with the interest of the Authority. Off Duty Employment on Authority property shall be regulated by the Authority Policy and Standard Procedures and Police Department General Orders dealing with that subject.

**Section 8. K-9 Handler.** Officers who are assigned by the Chief of Police as K-9 officers will be paid for the care of dogs, after their normally scheduled work hours, at the rate of \$8.75 per hour. Effective FY 2014 the rate shall be \$9.00. The Authority and the PBA hereby agree that an average of five (5) hours per week is spent on such duties. K-9 officers will not work beyond the five hours established for these duties unless exigent circumstances indicate a need and only upon the approval of a supervisor. The parties further agree that it is the prerogative of the Authority whether time spent in excess of the above is necessary.

Whenever a K-9 officer is eligible for overtime pay at 150%, the premium pay shall be based on the "weighted average" of the employee's two rates of pay (the one for law enforcement and the one for K-9 care).

K-9 officers will be charged with the appropriate leave whenever they work less than the regularly scheduled forty hours per week of law enforcement duties but continue to perform K-9 care duties. For example, an officer uses 10 hours of annual leave, will be paid straight time for 30 hours worked, 10 hours of annual leave, and 5 hours at straight time pay for K-9 care and maintenance duties. The five hours for K-9 care will not be counted towards the regularly scheduled forty hours per week.

**Section 9. Shift Bidding.** While Authority Management reserves the right and responsibility to assign personnel depending on the needs of the organization, management also recognizes that when all else is equal, personnel should have the opportunity to work a shift conducive to their specific situation. Pursuant to this philosophy, all personnel will be afforded the opportunity to bid for their preferred squad and shift based upon their classification seniority.

Guidelines. The number of positions on each shift and on each squad shall be consistent with the prevailing deployment and such other need as determined by Authority Management. Some positions may be filled by probationary employees to balance distribution and to assist in training. Accordingly, the Police Department may, at its sole discretion, exclude from the bid process up to two positions per squad.

- a. Personnel with special skills certification may be distributed without regard to the bid process if such bid process results in a lack of such skills availability to a particular shift.
- b. Probationary personnel are exempted from the bid process.
- c. Special needs situations will be handled on a case by case basis. Such request must be submitted through the chain of command to the Chief of Police. Such

requests will include the nature of the special need, the length of time needed to resolve the special need and a completed shift bid form.

- d. Specialty squads shall be exempt from the bidding process. Specialty squads shall include K-9, Professional Standards and Criminal Investigation, and any other specialty squad as determined by the Chief of Police.

Procedure. On a date determined by Authority Management each year, bidding shall begin for shift and squad assignment based on classification seniority. All employees, shifts, and squads shall be posted in the roll call room. The process for bidding will be managed by the Professional Standards Sergeant. Employees shall be assigned an appointment time to respond to such location and complete the bid process in person. The employee may, at his/her option, place his/her bid on a Shift Bid Form in writing with three options listed in order of preference. Bidding will be open to all squads. Bidding will begin with Bargaining Unit Supervisors by descending rank, and then employees by seniority until all slots have been filled.

1. Ties in classification, Department, and Authority seniority will be broken by coin toss.
2. The results of the bid process and the actual shift and squad assignments will be posted on roll call boards and the computer system as an Administrative Bulletin.
3. Transferred or promoted personnel will be placed according to the needs of the Police Department. All transfers remain subject to the approval of the Chief of Police.

**Section 10. Shift Premium.** Shift premium pay is defined as premium pay based on scheduled hours worked. Employees regularly assigned to shifts starting between the hours of 1400 and 0300 shall receive shift premium as provided herein.

All employees who work a regularly scheduled shift which meets the above conditions are eligible. A regular schedule is any shift which is repeatedly and routinely scheduled by the Department, in advance, as the normal course of work for employees. Neither employees nor the Department may reschedule employees for the sole purpose of qualifying for shift premium.

Payment shall be \$1.05 per hour for the hours of premium work per week and will not be compounded by overtime. Payment for leave time shall be at the employee's regular rate of pay and shall not include any shift premium pay. Payment shall be to employees actually working the premium shift.

Employees who are assigned to an irregular work schedule shall also be eligible for shift premium pay for shifts which meet the eligibility requirements of this Section.

Officers working a minimum of 50% of the hours on a shift after 1800 hours shall receive the shift premium regardless of the officer's regular shift/squad assignment.

Non-sworn employees working a minimum of 50% of the hours on a shift after 1700 hours shall receive the shift premium regardless of the employee's regular shift/squad assignment.

**Section 11.** On call status: Detectives/Plain Clothes PSU Investigators and K-9 Officers who have been assigned a state of readiness to work other than regularly scheduled hours shall be compensated at the rate of one hour's salary at the officer's regular rate of pay, for each eight-hour period of such availability. Fractional periods of stand-by duty shall be compensated proportionately. Any employee who performs work during this period of time shall be compensated for all such time actually worked.

- a. While the time spent in an on call status is not considered hours worked for overtime purposes, all compensation paid to an employee for on call status shall be included in calculating the employee's regular rate of pay for overtime purposes for that pay period.
- b. Eligibility for on call pay is not affected by a concurrent paid holiday.
- c. On call status requires that the assigned Detective/Plain Clothed PSU Investigator or K-9 Officer must maintain a state of readiness both mentally and physically so they can immediately go into an on duty status.

## **ARTICLE XII WEAPONS AND ACCESSORIES**

**Section 1.** The Authority shall furnish serviceable weapons for use by the officers. Officers may, with the prior approval of the Chief of Police, use, at their expense, a weapon and holster other than the weapon and holster furnished by the Authority, provided, however that in such case the Officer shall be responsible for repairs and maintenance of the weapon and holster and any other cost associated with carrying that weapon. Necessary ammunition and targets will be provided each Officer at the range for training and qualification. Service ammunition will be renewed annually.

**Section 2.** The Authority shall furnish belts and belt accessories which the Authority requires unit employees to wear. Belts are defined as typical police gun belts, to be selected by the Authority, and pants belts, also to be selected by the Authority. The pants belt shall be thick enough to safely secure and support the gun belt.

**Section 3.** The Authority shall authorize those officers desiring to carry their service issued firearms while off-duty to do so. The Authority shall determine what type of training, etc. officers shall receive relative to the carrying of a department issued firearm off-duty.

## **ARTICLE XIII LEGAL BENEFITS**

The Authority agrees that it shall defend and hold harmless any employee for any action in tort for damages suffered as a result of an act, event or omission of action in the scope of the employee's employment, unless such employee acted in bad faith or with malicious purpose or in a

manner exhibiting wanton and willful disregard of human rights, safety or property, as set forth in Florida Statute Section 768.28. The parties agree that the purpose of this Article is to contractually affirm the protection given the employee in Florida Statute Section 768.28. The parties further agree that this Article shall not be construed to afford to the employee any defense or any protection from liability or damages not afforded by Florida Statute Section 768.28.

#### **ARTICLE XIV SENIORITY AND LAY OFF**

**Section 1.** Seniority by job classification shall prevail in cases of lay off. If reduction in force requires the layoff of a unit employee, the affected employee may, at his/her option, revert to a lower unit position the employee held prior to promotion. If this movement requires a further reduction in force, the same shall be accomplished and the process be continued through the ranks.

**Section 2.** No new employees shall be hired in the classification affected until the employee on lay off has been given an opportunity to return to work at the employee's original seniority date and position, provided, that after one year of lay off the employee shall cease to accrue seniority and shall lose reemployment rights.

**Section 3.** The Authority shall publish and maintain a seniority list for members of the unit by classification. Employees shall have the right to challenge their placement on the seniority list within seven (7) days of the date on which the employee knew or should have known of initial placement on the seniority list.

**Section 4.** Seniority shall date from date of hire, or, in the case of promotion, the date of promotion. In the event that two or more employees are hired on the same date, then their relative seniority shall be determined by a coin toss. In the event two or more employees are promoted on the same date, then their relative position on the seniority list shall be determined by their departmental seniority. If an employee is promoted to a position outside of the Police Department and is returned to his/her former class during the probationary period, no adjustment will be made to their seniority date. If the employee returns to former class after completing probation in a position outside of the Police Department, the seniority date will be adjusted to reflect the period of time out of the classification. Employees returning to their former classification from a position within the Police Department will have all time credited to their former classification.

#### **ARTICLE XV ECONOMIC PROVISIONS**

**Section 1. Wages.** All employees in the bargaining unit shall be paid the rates of pay set forth in Exhibit "A" of this Agreement.

- No adjustment will be made to Exhibit "A" resulting in a decrease in the wage schedules.



- There will be no decrease in the hourly pay of unit employees during the term of this Agreement.
- Bargaining unit employees shall be eligible for the same increases as is provided to classified non-bargaining unit employees. COLA or merit increases will be administered in the same manner. The Authority has the right to set a starting salary for new bargaining unit employees at higher than the minimum of the range.
- The Authority has the right to increase the salaries of bargaining unit employees, for equity adjustment purposes, outside of the merit increase process.
  - a. Years of Service Recognition will follow Authority Standard Procedure S611.11.

**(Sections 2,3 & 4, see Section 18. Uni-Leave)**

### **Section 2. Holidays**

- a. The Police Department will observe all designated holidays annually. Those holidays shall be designated by the Authority.
- b. No payment for a holiday shall be made unless the employee was in a paid status on the regularly scheduled work day immediately preceding and immediately following the holiday.
- c. Compensatory Leave shall be available in accordance with Authority Standard Procedure S641.15 (Compensatory Leave)
- d. Leave time will not be substituted for Holiday unless requested by the employee and can only be used on a Holiday to supplement the hours missing from the full work shift.
- e. Holiday Bank. Whenever a holiday falls on an employee's regularly scheduled work day or regularly scheduled off day and the employee has worked all of his regularly scheduled days during that work week, the employee may elect to do one of the following:
  - Receive eight hours of holiday pay at the overtime rate.
  - Place the number of hours equal to the employees normal work schedule into the employee's holiday bank.

Banked holidays may be scheduled as a regular day off by the employee. A maximum of twenty-four hours may be carried forward at the end of the fiscal year; all leave remaining in the employee's bank over twenty-four hours shall be forfeited. No payment for unused holiday time shall occur at the time of separation. A request to utilize holiday bank time shall not be unreasonably denied.

### **Section 3. Sick Leave**

- a. Sick leave shall accrue by pay period at a rate of twelve (12) work days per year.

b. Pregnancy shall, for purposes of sick leave, be treated as any other temporary disability of a non-occupational nature.

**Section 4. Annual Leave – Vacation**

a. Annual leave allowances shall accrue as follows:

Up to 5 years of service: 10 work days

5 to 10 years of service: 12 work days

10 to 15 years of service: 15 work days

15 or more years of service: 20 work days

**Section 5. Line of Duty Injury Pay.** The Authority hereby agrees to pay the following compensation to any officer injured in the line of duty in accordance with the following definitions, terms and conditions:

- a. Compensation shall be payable under this Section only with respect to disability as the result of injury to an Officer where such injury is incurred in the line of duty. The term injury shall include contamination by a bio-hazardous material in a documented contact.
- b. An injury shall be deemed to have been incurred in the line of duty if and only if such injury is compensable under the Florida Worker’s Compensation Law.
- c. The amount of compensation paid shall be the amount required to supplement funds received from the Florida Worker’s Compensation Law and any other disability or other income plan provided by the Authority.
- d. No compensation under this Section shall be allowed for the first three (3) calendar days of disability; provided, however, that if the injury results in disability of more than seven (7) calendar days, compensation shall be paid from the commencement of the disability.
- e. The term disability as used in this section means incapacity because of the line of duty injury.
- f. The maximum period for which payment may be made under this Section shall be One Hundred and Eighty (180) days from the date of injury for each injury, including recurrences thereof. No payment made by the Authority during said period shall be charged against any sick leave which the Officer may have accrued. The Authority may, in its sole discretion, upon request, extend the coverage provided by this Section.

- g. The Authority shall have the right to require the Officer to have a physical examination by a physician of its choice prior to receiving or to continue to receive compensation under this Section.

**Section 6. Civil Leave.** The Authority may grant an employee leave with full pay for any absence necessary in accordance with Civil Service Rules and Regulations.

**Section 7. Military Leave.** Military leave shall be granted in accordance with Civil Service Rules and Regulations.

**Section 8. Leave Without Pay.** The Authority may approve leaves of absence without pay in accordance with Civil Service Rules and Regulations.

**Section 9. Bereavement Leave.** Up to three work days of bereavement leave shall be granted in accordance with Civil Service Rules and Regulations.

**Section 10. Other Civil Service Benefits.** Any Civil Service benefits available under Civil Service Rules and Regulations to employees shall, unless specifically modified by this Agreement, be available to employees in accordance with those Rules during the life of this Agreement.

**Section 11. Insurance.** The Authority shall provide, for the life of this Agreement, the health, accident and life insurance benefits negotiated with its group insurance carrier as from time to time renegotiated by that group. When determining new premium sharing amounts the PBA will be informed throughout the process.

The Authority will provide a long term disability plan (LTD) to active full-time employees working at least 30 hours per week. The “Core Benefit” is provided to each eligible employee at no cost, while an “Optional Benefit” providing increased benefits will be available with employee participation. The “Optional Benefit” provision is subject to 50% participation by members of the bargaining unit.

**Section 12. Blood Donors.** The Authority may excuse with pay upon request any employee for the purpose of donating blood provided operations will not be interfered with. Excused time available to an employee under this Section shall not exceed the number of hours in a full shift per fiscal year.

**Section 13. Loss or Damage to Personal Items.** An employee shall be compensated for the loss or damage of personal items occurring during a physical incident on duty or due to exposure to hazardous materials, up to a maximum of Two Hundred Dollars (\$200.00) per item. The Authority shall pay the full cost of eyeglasses damaged during a physical incident on duty. Such loss or damage must be reported no later than the beginning of the next full shift to be compensable.

**Section 14. Education Benefits.** The Authority shall continue its education benefits policy for the life of this Agreement. The Authority reserves the right to restrict payment amounts so as not to exceed tuition rates at local State institutions. The Authority educational benefit shall not be paid if a member is receiving payment for tuition by scholarship or programs such as V.A. payments.

**Section 15. Uniform Cleaning Allowance.** The Authority shall provide the sum of Eight Hundred Dollars payable each year. Payment made in the first paycheck of December and May, to each employee who is actively employed on December 1 and May 1 and who has completed their probationary period on or before December 1 and/or May 1. Employees will be reimbursed for uniform boots at \$100.00 and shoes at \$100.00 effective October 1, 2014 and thereafter on October 1 of each year.

**Section 16. Voluntary Special Duty Tasks.** The Authority shall have the sole discretion to approve or disapprove voluntary special duty tasks and assignment of officers to work voluntary special duty tasks. Officers accepting voluntary special duty shall be paid not less than their current hourly rate; provided, however, that such assignment shall not be considered hours worked for the purposes of overtime.

**Section 17. Wellness Benefit.** The Authority shall reimburse an employee per Authority Standard Procedure S641.18, Wellness Reimbursement.

**Section 18. Uni-Leave.** In lieu of the Vacation, Holiday and sick leave provisions of this Agreement, bargaining unit members will participate in the Authority Uni-Leave Plan on the same basis as other classified employees. All employees hired after January 1, 1997 will participate in the Uni-Leave Plan.

**Section 19. Promotional Process.** The Authority agrees that all applicants will receive consideration for promotional opportunities. Prior to any promotion a process will be developed which shall include a written exam, consideration of personnel files, evaluations and interviews. The process will result in a ranked list of final candidates for promotion. The Chief of Police shall retain the right to promote any eligible officer from that list. At the time the promotional opportunity is announced the process to be followed to develop the list of final candidates will also be announced.

**Section 20. Line of Duty Injury – Traffic Specialist.** In the event that a Traffic Specialist is injured in the line of duty and such injury is compensable under Florida Worker’s Compensation Law, compensation shall be calculated in accordance with such law for the period of disability.

The below listed special provision shall apply if the injury was a result of one or more of the following:

- Physical altercation with an airport patron requiring the filing of a police report.
- The Traffic Specialist being struck by a vehicle requiring the filing of a police report.
- At the sole discretion of the Authority, based on documentation acceptable to the Chief of Police and the Director of Human Resources, any other incident in the performance of Traffic Specialist duties relating to interaction with the public.

Beginning with the fifth compensable week of injury and for a period thereafter up to eight weeks, the Authority will supplement the Traffic Specialists’ Worker’s Compensation benefits so that the sum of the supplement and all other payments will equal the Traffic Specialists’ weekly earnings at the time of the injury. At the conclusion of the eight weeks, the supplement will cease and the Traffic Specialist will be compensated in accordance with applicable law.

**ARTICLE XVI  
PREVAILING RIGHTS**

All rights and working conditions enjoyed throughout the Department by the employees at the present time covered by written order or known to the Chief of Police, which are not included in this Agreement, shall be presumed to be reasonable and proper and shall not be changed by the Authority in an arbitrary or capricious manner; provided, that nothing contained herein shall limit the Authority's rights under Article X of this Agreement.

**ARTICLE XVII  
CIVIL SERVICE**

**Section 1.** The wages, hours and working conditions of the employees shall be governed by this Agreement. In those instances where this Agreement does not provide guidance, then the Civil Service Rules and Regulations shall apply.

**Section 2.** In the event, during the life of this Agreement, the Authority is no longer subject to coverage under Civil Service Rules and Regulations, then the Civil Service Rules and Regulations shall be deemed incorporated into this Agreement for the remaining life of the Agreement.

**Section 3.** With the exception of Rules and Regulations changed so as to implement the pay policy relating to the current salary study, all references to Civil Service Rules and Regulations throughout this Agreement are applicable to the Civil Service Rules and Regulations in effect on October 1, 1989. The Authority shall provide the PBA a copy of any additions and/or modifications to the Civil Service Rules and Regulations. Either party shall have fourteen calendar days from the date that the PBA receives the additions and/or modification to request a meeting to discuss inclusion of the additions or modifications in this Agreement.

**ARTICLE XVIII  
CONTRACT CONSTITUTES ENTIRE  
AGREEMENT OF THE PARTIES**

The parties acknowledge and agree that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Authority and the PBA, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement. This Agreement contains the entire contract, understanding, undertaking, and agreement of the parties hereto and

finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise specifically provided herein.

**ARTICLE XIX  
DURATION, MODIFICATION AND  
TERMINATION**

**Section 1.** This Agreement shall be effective as of the 1<sup>st</sup> day of October, 2014, and shall continue in full force and effect until the 30th day of September, 2017. At least ninety (90) days prior to the termination of this Agreement, either party hereto shall notify the other in writing of its intention to modify, amend, or terminate this Agreement. Failure to notify the other party of an intention to modify, amend or terminate, as hereinabove set forth, will automatically extend the provisions and terms of this Agreement for a period of one (1) year, and each year thereafter absent notification.

This Agreement shall be of full force and effect until the expiration date of the Agreement or the completion of the statutory impasse procedure, whichever is later.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

FOR THE HILLSBOROUGH COUNTY  
AVIATION AUTHORITY:

FOR THE WEST CENTRAL  
FLORIDA PBA:

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Signed \_\_\_\_\_

**EXHIBIT A**  
**SALARY SCHEDULE**  
**AVIATION AUTHORITY POLICE PAY PLAN**  
**EFFECTIVE OCTOBER 1, 2014**

	<b>GRADE</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
Evidence Technician	RI	\$15.18	\$23.58
Traffic Specialist	RI	\$15.18	\$23.58
Sr. Traffic Specialist	RK	\$17.05	\$26.46
Police Officer	PL	\$21.16	\$34.97
Corporal	PN	\$30.34	\$38.05
Sergeant	PP	\$34.65	\$42.86

**Special Compensation:**

Officers appointed to plain clothes/K-9/Bike and Special Response Team assignments will be paid a stipend of \$125.00 each full calendar month actively performing such assignment.

Officers assigned to perform Field Training Officer, firearms instructor, Hostage Negotiation team duties will be paid a stipend of \$125.00 a month while performing such duties.

**Detectives and Investigators**

The Authority and the PBA acknowledge the need for Officers to perform the functions and tasks of Police Detectives and Investigators. To that end, the Authority and the PBA agree that Officers assigned as Detectives and Investigators shall be compensated at rates of pay of 10% above their current base salary.

The Authority and the PBA further acknowledge that the assignment of Detective and Investigator is an assignment and not a promotion. Should an Officer request to return to the position of Police Officer, he/she shall be placed at the appropriate rate of pay for that Police Officer position. The Authority and the PBA both acknowledge that the Authority has the right to transfer Police Officers from the position of Detective or Investigator to Police Officer for administrative reasons, or for any other reason. Should that transfer take place, both the Authority and the PBA agree that the Officer shall be placed back to the appropriate rate of pay for the Officer, and the rate of pay formerly received by that Officer for his Detective or Investigator assignment shall no longer apply.

Sr. Traffic Specialists or Traffic Specialists assigned to perform Field Training Instructor duties will be paid a stipend of \$125.00 a month while performing such duties.

The stipend will be paid in the first paycheck of the month following the month in which the stipend was earned.

A maximum of two (2) special compensation stipends will be paid per month to any member.



**ARTICLE XIX  
DURATION, MODIFICATION AND  
TERMINATION**

**Section 1.** This Agreement shall be effective as of the 1<sup>st</sup> day of October, 2014, and shall continue in full force and effect until the 30th day of September, 2017. At least ninety (90) days prior to the termination of this Agreement, either party hereto shall notify the other in writing of its intention to modify, amend, or terminate this Agreement. Failure to notify the other party of an intention to modify, amend or terminate, as hereinabove set forth, will automatically extend the provisions and terms of this Agreement for a period of one (1) year, and each year thereafter absent notification.

This Agreement shall be of full force and effect until the expiration date of the Agreement or the completion of the statutory impasse procedure, whichever is later.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this 6<sup>th</sup> day of November, 2014.

FOR THE HILLSBOROUGH COUNTY  
AVIATION AUTHORITY:

Signed [Signature]  
Robert I. Watkins, Chairman

Signed [Signature]  
Victor D. Crist, Secretary

FOR THE WEST CENTRAL  
FLORIDA PBA:

Signed [Signature]

Signed [Signature]